1880

(Municipal)

File No 2

No 169

Lighting Contract of the
Cantonment & Pettah

(General Serial No. 31.)

1880

From Messrs Orr & Barton
Bangalore

To

Dated 28th October

Despatched

Received 30 — 10 —

Enclosures No.

General No.

No.

Submitting certain particulars respecting the Contract for the Municipal Lighting &c

Bangalore October 29th 1880.

C. Runga Charlu Esqre
C. I. E.
Revenue Secretary.

Sir,

We beg to lay before you the following statement respecting the Contract for the Municipal lighting, and would feel obliged by your kindly calling for the proceedings and commenting thereon.

A short time back the Municipal Board advertised for tenders for lighting the Cantonment and Pettah with Kerosine oil, and we among others sent in a tender.

According to the terms of Contract, as shown to those who wished to tender for lighting, the lamps were required to be maintained at full flame, which can only be done by keeping the wick properly regulated below the dome, and when this is so the brilliancy of the light is a little over 12 candles; further the average number of hours for each lamp

to be burned during one month was 120 ~~9~~, giving 8 hours as the largest period on the longest dark night.

Our tender was for Rupees 2. 2. 0. per lamp based on the above conditions. The present contractor who is now getting Rupees 1. 11. 0. and burning the wicks above the dome and giving a very inferior light tendered for Rs 1. 2. 0.

Since the tenders have been opened the Members of the Board have consented to reduce the hours from 120 to 90 hours, 6 hours per day (25 per centum) and the power of light from 12 Candles to that of 9 Candles (25 per centum) and although this reduction has been made in the cost to the Contractor his rate has been Voluntarily increased from Rs 1. 2. 0 to Rupees 1. 8. 0. per lamp.

We submit that if the Contractor was willing to burn for the longer hours and give the more powerful light for Rs 1. 2. 0 that it is a most unusual proceeding to offer him 50 per cent increase for a 25 per cent less light - and that if any alteration in the terms of Contract are made it is incumbent on the Board to call for new tenders

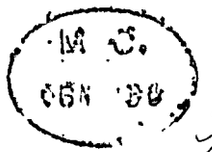
seeing that those tenders which had
been invited under former conditions were
of no avail.

Instead of calling for new tenders
so that competition might be made
public; the Commissioners as previously
stated herein, calls on the present
Contractor Nunjuppah and offer him
the contract at an Enhanced rate, We
submit that this is not keeping faith
with the body of men who tendered, Why
was Nunjuppah selected? He was not
the lowest tender sent in, for there were
several others lower than his.

We beg therefore that you will be
pleased to make further Enquiries into
~~the~~ this matter and that measures
may be adopted that will be fair
to all

We have the honor, Sir
to remain Your most obedient servants

D V Burton



Gj 1/1976

6.11.86

(General Serial No. 31.)

1880.

From Secy. [illegible]

To The President, Municipal Commission, Bangalore

Dated 12 November 1880.

Despatched 22

Received

Enclosures No.

General No 4423

Pol. No. 237

With reference to the proceedings of the Municipal Board published in the Bangalore Spectator of the 28th Instant with comments thereon, regarding the disposal of the lighting contract in Bangalore, the Chief Commr. desires that the President will submit a full report on the circumstances therein mentioned, detailing the several tenders received and the circumstances under which it was considered

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proper to sanction a
higher rate than was
offered - The finial
acceptance of the
Contract may be deferred
pending the submission
of the report called for

OR

[illegible]

[illegible]
3/1/16

(General Serial No 31.)

1880

From

To The President, Municipal Commission, Bangalore

Dated 4th November.

Despatched

Received

Enclosures No. 1

General No. 4474

Main No. 254

~~Petitioner~~.

Letter from Messrs Orr and Barton dated the 29 October 1880 in regard to the Lighting Contract.

Forwarded for report in continuation of this Office Docket No. 4423 and 254 dated the 1st Instant

By

Revr Secty

Mun 4331

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Form No. 9.

1880.

From

The President,

Cantonment Municipal Commission,

Bangalore.

To

The Secretary to the

Chief Commissioner of Mysore,

Revenue Department.

Dated.
Despatched. } 10-11 a.m. Oct 1880
Received.

Enclosures No. 4

General *No.* 5852
No.

Submitting report regarding the Arrears & Cesses connected with the proposed disposal of the Ragigudda Estate.

4

10 11 80

Secretary

4

2682 & 4 Ens.

Cantonment Commissioners Office
Bangalore 10 November 1880

To.

The Secretary to the
Chief Commissioner of Mysore
Revenue Department

Sir,

I have the honor to forward for submission to the Chief Commissioner an Extract from the Proceedings of the Cantonment Municipal Commission dated 26 October 1880 and with reference to your Docket No. $\frac{4423}{\text{Rev } 251}$ dated 1st instant beg to submit the following report detailing the Circumstances connected with the proposed disposal of the lighting Contract -

2 The present Contract &

about to terminate at the close
of the present year tenders for
lighting the Cantonment for a
further period of 3 years Commen-
cing from the 1st of January 1881
were invited and were to be
received up to the 31st of August
1880, altogether 21 Tenders were
received (an abstract of which
is herewith forwarded for in-
formation) and were submitted
to the monthly meeting of the
Board held on the 21st September
last, at this meeting it was
resolved that the final Considera-
tion of these Tenders should be
deferred till the next monthly
meeting pending the receipt of the
report of the Lighting Committee
I may mention that at the Boards'
meeting held in August last tenders

had

had proposed that a Committee
should be appointed for the
purpose of reporting on the
working of the Lighting Contract
and that the report of this
Committee had not been received
when the meeting in September
was held. The Proceedings now
forwarded will sufficiently
Explain what occurred at the
meeting held on the 26 ultimo
and it is only necessary for me
to state that as the Commissioners
present were unanimously of
opinion that the Contracts ought
only to be renewed for one year
as they agreed with the Committee
that by the Expiration of that
time a better and cheaper System
of lighting might be introduced
it became necessary Either to

renew

invite fresh tenders for that
period for which there was really
no time or to come to some
arrangement with the present
Contractor - this latter alternative
having been unanimously
approved of the next point was
to determine what might be
considered a fair remuneration
to the Contractor under the imposed
Conditions of lighting that were
now to be insisted on and in
Consideration of the shorter
period for which the Contract
was to be given the present rate
being (Rupees 11. 0. per Lamp
from a rough and hasty Calcu-
lation made at the moment
I Suggested that the rate might
be fixed at (Rupees 10. 6. 0. per
Lamp monthly, Captain Curley
and

and Shiders who had of late been interesting themselves on this matter and had been carrying out Experimental Enquiries as to the amount of oil Consumed in a given period by our street Lamps were both of opinion that Rupees 1.6.0. were insufficient and that efficient lighting could not be done under Rupees 1.8.0. per Lamp

I have already stated that all the Commissioners were agreed that there was not sufficient time between the date of the meeting and the close of the present Calendar year to Enable fresh Tenders to be called for and that the only Question therefore to be then determined was the rate at which the

Cont...

Contract should be now examined and as after Mr Lewis remarks no member present offered any fresh suggestions Captain Curley's proposition was put to the vote and Carried, Mr J. J. Leonard who had hitherto refrained from offering any opinion or suggestion on the Question alone dissenting on the ground as explained by him and as stated in the Proceedings that he was of opinion that Rupees 1. 4. 0. would be sufficiently remunerative to the Contractor.

With reference to Messrs: Orr and Bandons letter received Since the above was written I have the honor to observe that it appears to me that Messrs: Orr and Bandon have entirely misapprehended the motives and reasons that

† herewith returned

actuate

actuated the Commissioners
in proposing that a rate some
what in excess of the present
rate tendered should be given
to the Lighting Contractor. As
pointed out by the Lighting
Committee in the absence of any
means of accurately testing
brilliancy of the lights, the
lighting has hitherto been carried
out in a far from satisfactory
manner and it is only reasonable
to suppose that the majority of
the Tenders lately received were
submitted under the impression
that the same system would be
permitted to continue in force
for the future - The Commissioners
have now however by the agency
of the Photometer a means at
their

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them a proper by which the
power of Each Lamp can be
accurately tested and as it is
their intention to enforce in
future a high standard of
brilliancy they Considered that
the rate ought to be fixed sufficiently
by high as to induce Some
respectable party to undertake
the work, there was also the
additional reason for Entrusting
the Contract to Nunjappa Brothers
that they had all the requisite
plant ready to hand, and that
they were thoroughly conversant
with all the details of the business
Messrs. Orr and Bantow state
that the Tender of Rs. 2,2.0. was
based on the Conditions that Each
Lamp Should be burned for

120

120 hours monthly with a
brilliancy Equal to 12 Candles
the present proposed Contract
provides for the Lamps being
burned an average of 108
hours monthly with an average
brilliancy Equal to that of 9
Candles to obtain which the
lights must at a Certain period
of the night attain a brilliance
of about 12 Candles which is the
maximum and which maximum
cannot practically be maintained
continuously for any number
hours, and I, submit that the
rate proposed by the Commission
is Considerably the more reasonable
Rate of the two.

Thanking the honor to be
Your most obedient Servant
Sir

President Council

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From

The Committee on Lay-outs

To.

The President

Municipal Commission

Bangalore.

Sir

We have the honor to report that the Meeting noted in the margin (Proceedings herewith forwarded) were held and the subject of the lay-outing of the Cantonment carefully considered. Our recommendations will be given under 3 heads.

26th August/80
30th August/80
20th Septr/80
30th Septr/80
20th October/80

I The Contract.— The modifications we would suggest are:—

1. In calling for tenders, every applicant should be required to submit his tender in accordance with a printed form to be supplied from the President's Office and all such tenders to be accompanied with a deposit of Rupees 500. This measure will prevent mere wholesale capital Subscribing tenders and save the Executive

&c.,

Clause 3 The Security should always be tangible and not less than 10% on the amount of Contract

Clause 4 (a) Recommended that the strength of the Lights be fixed at 9 Candles to be measured by Rumford's Photometer on default one rupee fine on each light

(b) That the period of Contract be limited to one year for the future.

Contract Clause 7. The extra lighting to be done only on the written sanction of the President This is the practice now but the Contract does not stipulate for it and is not sufficiently, if at all, binding.

Contract Clause 15. The practice of paying the Lighting Overseer out of the Contractor's monthly bill appears to be in contravention of this Clause and should therefore be remedied.

II The working.

The lighting of the lamps of the 18 fixed road and by lanes has hitherto been nominal and that of the

main road short of what the Con-
tract provides. The recent increase
of flame and brilliancy of the street
lamps since the sitting of this Committee
showed what can be done and may be
expected with the oil and lamps now in
use and the unsatisfactory lighting
in the parts is believed, mainly
owing to defective supervision and in
order to remedy this state of things
and guard against a recurrence, the
additions to Clause 4 of the Contract
have been suggested. The strength of
the lights as fixed therein was obtained
by measuring the light of an ordinary
lamp when burning with average brightness.

The Photometer proposed is of a
very simple construction of easy applica-
tion and inexpensive. Reference has
been made to England to ascertain whether
a more convenient apparatus can be
procured at a reasonable cost but
it is believed that the machine
herewith submitted will answer

present purposes.

The Practice now it is believed is for the Inspector to report somewhat as follows.

7th "Lights burning faintly."

8th "a few were dim which had turned up"

9th "Lighting up the whole Sates factory &c &c"

These observations it will be admitted are simply the expression of personal opinion and therefore perfectly inadequate to enforce a standard of brilliancy in the Lights. The form below seems better and it is therefore recommended for adoption for future returns from the Inspector of Lights.

Month and Date	No of Division and Street	No of Light Examined	No of candles measured by Photometer	Quantity of oil in burner	Hours Light to burn	Remarks.
Septr 20th	New Market St.	24 and 6	3	10 drams	3 hours.	
	Averages		10	9 drams	2½ hours.	

III The Lights.

A portable Gas Lamp was procured from Bombay by Mr Leonard and several

public

meter by permanent power made with it.
It worked 16 hours & the flame
given out was equal to 16 candles while a
our best street lamp is equal to only 10 can-
dles. The introduction of this lamp can-
= not however be recommended at present
owing to a difficulty just now of getting a
supply of the oil required for producing
the gas. In conclusion we beg to point
out that Electric light and lighting are at this
moment attracting more attention in
England and America than hitherto
and it is quite probable that before long an
improvement in the usual modes of lighting
streets may result therefrom. It is therefore
strongly recommended that the Commissioners
should not bind themselves and their
successors for 3 years to any particular
system, but agreeably to the practice
in force in every department of the
public service, limit the present contract
to one year. The changes in the Govern-
= ment which are now imminent, also
suggest the policy of reducing the period of
to

This lamp in a room can be made equal to 12 Candles.

to our [illegible] if [illegible]

The 50 Rupees advanced have remitted to Bombay and on receipt of details of cost of lamps, Charatus and Oil, we shall submit an account with vouchers. Remitting up of the Photometer and incidental expenses in Connection with inspections have amounted to 65 Rupees. There will be a balance to refund on adjustment of account with the Bombay Firm

Gas oil consumed by our ordinary Street lamps is being experimented, on by Mr Lee and the result will be laid before the Commissioners at the next meeting. It is believed to be 4·5 Annas per hour.

We have the honor to be

Sir

Your most obedient Servants

(Sd) Frank Lee

" Thos. H. Leonard

" A. R. Arbuthnot Woodhead

" C Earley

" C P Empleiser

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would like to add that I am Command from the Correspondence I have had with the agents in Bombay the difficulty with regard to the transit of the oil required for the new gas lamps will be satisfactorily tested ever shortly while the increased use of the lamps in India will bring about a corresponding increase in the import of the oil and a corresponding decrease in price.

Sd/ Thomas F Leonard

23 10 80

I do not think that we want new gas lamps for the present we hope to make use of our present lamps by assuming the oil never to alter should the price of the oil warrant the alteration

Sd/ P Cubley

"True Copy"

J. T. M.

Consulate Genl - Egypt

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Extract from the Proceedings of the Cantonment Municipal Committee dd 26 October 1880.

Tenders for lighting

6. Read Proceedings of last month relating to the disposal of tenders for lighting the Cantonment for the next 3 years.

The President having read the report of the Lighting Committee observed that the only suggestions of the Committee on which he thought it necessary to offer any remarks were that the Lights should in future be maintained at an average brilliancy Equal to that of 9 Candles, and that the Lighting Contract should be given only for one year at a time, as regards the former suggestion the President was of opinion

by means of the [illegible]
now exhibited the working of
which seemed very simple the
power of the lights could be
accurately tested and he moved
recommend therefore that the
Committees suggestions on this point
should be adopted as regards their
recommendation to limit the time
of the Contract to one year he was
of opinion that no person would
Consent to take the Contract for so
short a period nor would such an
Arrangement be fair to the Contractor
Seeing the outlay that would in
the first instance be necessary in
providing the requisite amount
of plant &c he was of opinion
therefore that the Contract should
always be given as at present for
at least 3 years. he also remarked
that the present [illegible] under Con.

Secretary

Consideration had also been submitted on the understanding that the Contract named Contain forces for a period of 3 years and that of the Suggestions therefore of the Committee were approved of it was necessary either to invite fresh tenders for which there was really now no time as the present Contract Expired on the 31st December, or to Enter into an arrangement with the present Contractor for the Extension of his Contract for another year - The Sense of the meeting being unanimous in favor of the latter Suggestion it only remained to determine the rate at which the Contract should be renewed, the President proposed as it was found that the last

rated

2

would not burn for 8
hours without being trimmed
and turned up that the time
of lighting should be restricted
to 6 hours instead of 8 as at
present and suggested that the
rate to be allowed to the Contractor
for Each Lamp per month should be Rs: 1.6.0
Captain Curley observed that
from Experiments he had carried
out he was of opinion that the
Lighting if maintained at a
brilliancy equal to 9 Candles
as now proposed could not be
done under Rupees: 1.8.0 per
annum, Mr Lee who had also
of late taken a Considerable
interest in the Lighting Question
having Expressed himself as being
of the same opinion Captain Curley

Proposed

proposed the following Resolution
and which having been seconded
by the R. P. Campbell was put to
the vote and Carried by a majority
of all the Commissioners present
with the Exception of Mr. J. J Leonard
who dissented on the ground that
in his opinion Rupees 1. 4. 0 per
mensem would be sufficient
and would leave an ample
margin of profit to the Contractor

Resolution — That the Contract
for Lighting the Cantonment be
Renewed to the present Contractor
for a further period of one year
at Rupees 1 8. 0 per Lamp per
mensem and that the new
Contract should provide that
the Lamps be lit for 6 hours
nightly

nightly and be maintained
at an average brilliancy equal
to 9 Candles failing in which
the Contractor will be liable to
such fine as may be determined
low.

Sum Extract

[signature]

Superintendent Gas Lamps

10 November 1880

Tea for
From the 1st January 1884, to 31st -

No.	Name of Tenderers	Per Mile. Silver Lanterns	Lamps in use
1	A. Chennapillay	3 . .	1 6
2	C Soobroo Moodt, Dispensary Road	2 . .	1 .
3	Mr. E. A Bertie	. . .	2 4
4	Messrs Orr & Barton	" " "	2 2
5	B. Cassim Saib, - New Market Road	2 2 "	1 .
6	Shaik Madar	2 . .	1 4 .
7	Messrs Syed Ally & Ponnappah Chetty	" " "	1 3 6
8	Venkatasawmy	" . .	1 4 .
9	Govindoo Naidoo	2 . .	1 8 .

Oil for 3 years Nil

Remarks

and is prepared to deposit the required Security, and to abide by all the rules of the Contract.

and is prepared to deposit the required Security, no other conditions mentioned.

no mention made as to whether he is prepared to abide by the other terms included in the present Contract or to furnish the required Security.

no mention made as to whether they are prepared to carry out the other terms included in the Contract, or to furnish the required Security.

and is prepared to furnish the Security required by Municipal rules for this Contract, no other conditions mentioned.

will provide Chimnies and Burners, and is prepared to deposit the advertized Security.

this includes Lantern repairing and painting (Post painting and is prepared to make the required deposit also to deposit 3 months Oil.

not according to notification is prepared to deposit the required Security.

this rate includes 2 Coats of painting annually, to each Lamp, and includes the supply of Chimnies gratis, is prepared to deposit a sum of Rupees 1000/- -

9		37 Names of C			
10		ooga Moodr			
11	Messrs Hamad Saib & Co	Narrainpillay street	2	4 .	1 7
12	Parthasanady Naidoo	Cloth Merchant Pharemethoo street	1	11 .	1 1
13	Sabapathy Pillay	Canaly Road	2	. .	1 9 .
14	Parasaumy Pillay		2	. .	1 8 .
15	Messrs Nunjappah & Brothers		1	12 .	1 2 .
16	Messrs Etherajooloo	Naidoo, and Pudrappah	1	14 .	1 4 .
17	Baliya	Naidoo, Chetties pett Cantr	1	14 .	1 1 6
18	Varthanjoo	Naidoo	2		1

supply silver pattern Lamps for Rupees 3-7- light the same at Rs. 2-4- per Month. this will include the Lighting Inspector's Pay as as removing and refixing Lamps, repairing Lamps and numbering Lanterns the Lamp now in use will be supplied at 10 Annas, and light the same at Rs. 1-7- per Mensem, will paint the Lamp Post at 70 Rupees per year for 3 years.

prepared to deposit the required Security, and to bear the Charges for numbering Lanterns, repairing Lamps, and removing & refixing the same.

subject to all the terms and Conditions of the Contract, and is prepared to deposit the required Security, also to keep the Lamps and Burners in good repair, and to remove and refix the same.

is prepared to act according to the Contract agreement and to make the required deposit, no other conditions mentioned.

is prepared to deposit the required Security, and to abide by all the rules of the Contract.

is prepared to make the required deposit, and the charge herein includes Lighting, numbering, repairing, removing, and refixing the Lamps.

not according to notification, is prepared to deposit the required Security.

no terms or Condition mentioned.

not according to notification, but is prepared to give the required Security.

ance of S

19 Entrada Tassanny. — Spitzinger Road

20 Messrs Ashworth & Co.

21 Messrs D. De Silva & Co.

Bangalore
4th September 1880

Remarks

is prepared to give the necessary security to abide by the conditions laid down in the section.

This rate includes the Lighting Inspectors Salary, the hoisting of the Lamps numbering and re-numbering Lanterns, removing and refixing of Lamp Posts to bear one half the cost for painting the Lamp Posts.

This rate includes the Lighting Inspectors Salary, as well as the former Condition for the Lamps, now we are prepared to supply the Lamps of the Municipality undertake to pay us Rupees 3-8- per Lamp and Annas 12 for the said new as per the importation of the Superintendent of Customs.

[Signed] J. H. Orr. President of Committee
[Signed] V. Sadasiva Mudaliar
[Signed] D. Curly Captain
} Members of Commn

"True Copy"

President Cantt Municipality

1880

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To

The President of the
Cantonment Fund Com.
Bangalore.

Dated 18. [illegible]

No 4770
and 2708

Passing orders on the
Board's Proceedings in Con-
nection with the Lighting
Contract of the Cantonment.

Read:- 35

Letter from the President, Bangalore Municipal Comm.
No. 2682 of the 10th Nov. /80
submitting, as called for
a report regarding the
circumstances connected
with the proposed disposal
of the Lighting Contract.

Ans 4770 of 18 Nov /80
Vol 278

Order thereon

From the above
letter and the Municipal
Board's proceedings sub-
-mitted therewith, it appears
that tenders for lighting
the Cantonment for
a period of 3 years
commencing from the
1st January 1881 were
invited for disposal
on the 31st August 1880;
that altogether 21 tenders
were received, but the
Municipal Board at
their monthly meeting
of the 21st Septr /80 deferred
the matter to their ...ch

BG
17/11

monthly meeting pending
the receipt of the report
of the Lighting Committee
which was meanwhile
appointed to investigate
the working of the lighting
Contract. In their meeting
of the 26th October, the
Municipal Board came
to the conclusion that
the Contract ought to
be renewed for only one year
as the Committee hoped
that by that time a better
and cheaper system of
lighting might be introduced
and as there was no
time to invite fresh tenders,
it was resolved by the
Board (Mr. Leonard alone
dissenting) to renew the
Contract to the present
contractors Ranjappah & Co
for a year at the rate of
Rs. 1/8/- per lamp which

considered the lowest rate for which the lighting could be done efficiently. The hours of lighting were at the same time reduced i.e by 25 per cent, from 8 hours for which tenders were invited to 6 hours per night, the tender made by Nunjappa & Co, for the longer period of lighting, being only Rs 1/2/- per lamp per month.

2 The Civil Commr. could but view with disapproval the above proceedings which were practically a repetition of what occurred in 1877, when the Contract was renewed to the present Contractors. ~~And so soon after~~ The Govt had then to remark that the proceedings of the Board were such as to bring them into discredit with the public and [illegible]

The Revd Chas Comm (W Saunders) was ashamed on that occasion

rise to imputations of partiality. It is much to be regretted that the President has not been careful to avoid all grounds for similar imputations on the present occasion.

The Proceedings of the Board have now again been such as naturally to lead the public to the inference that there was no real desire to encourage public competition altho' tenders were formally invited. Such an impression on the part of the public is obviously calculated to prove injurious to Municipal interests & to lessen the confidence of the public in the Boards Progs.

~~a pre-conceived resolution to give the Contract to Nanjappa & Co, and the invitation for public tenders by the Municipal President cannot be expected to be accepted under the circumstances, carrying any weight with the public~~

If the Board at their meeting of the 21st September considered the report of the Lighting Committee necessary they should have called on the Committee to expedite the report and convened

a special meeting for the disposal of the matter, instead of postponing it to their next monthly meeting. As it was due to those who had tendered in the first instance, that they should have been invited to attend and make fresh proposals with reference to the altered terms ~~of the Contract~~, and this could have been easily done by giving them special notice, allowing 7 or 14 days' time, -

4. With reference to the proposal to pay a higher rate to the Contractors than what was offered by them ~~and for a longer duration of light~~, the President explained that in the absence of any means of accurately testing the brilliancy,

When the deferred ~~said~~ monthly meeting was held ~~had taken place~~ and ~~it appeared~~ that the original conditions ~~terms~~ of the contract were materially changed,

brilliancy of the lights,
the lighting has hitherto
been carried out in a
far-from-satisfactory
manner, and that the
lower tenders might have
been submitted under
the impression that the
same system would be
permitted to continue—
The Chief Comr. however observes
that when the Contract was
formerly given, the cost
was enquired into, and
the rate given was such
as was considered sufficient at the time to secure good lighting—
If the lighting hitherto
has not been satisfactory,
it can only be attributed
to an omission on the part
~~the unwillingness or~~
neglect of the President to
enforce the terms strictly
on the Contractors—

5 From a calculation
submitted by the President
in 1877. it appears that

$\frac{3}{4}$ drams oil are consumed by a lamp in 8 hours, or about .45 drams per hour. In the last para of the Committee's report, the Consumption per hour is ~~calculated~~ stated at 4·5 drams, which is probably a clerical mis- -take for .45 drams – The lighting required per month at 6 hours per night is calculated by the Assistant at an average of 10 hours, allowing for moon-light- ~~It is strictly speaking only 90 hours~~. The cost of oil per lamp per month at the present reduced price of 10 Rs for a drum of 4 Seers ~~is 1 Rs~~ amounts, and with the other charges for wicks, chimneys, painting the lamps, and lighters, the total cost per lamp per month may be roughly taken at 1 Rupee. The rate offered by Nanjappa & Co, viz. Rs 1 1/2 cannot therefore be consid-

This is a computation which makes a liberal allowance for dim moon light when lamps may be required.

would be under ten

insufficient, and that
proposed by Mr Leonard,
viz. Rs 1/4/0, may be regarded
as liberal.

6. The Chief Commr, under
all these circumstances cannot sanction the
~~of the case, and having~~ higher rate of 1/8 per
~~regard to the urgency of~~ lamp approved by the
~~the matter~~, directs that Board, as time does
Ranjappah & Co be allowed not admit of the
the option of taking up formal
the Contract for another tenders W.G.
year, on the revised terms viz
6 Hours' lighting
per night with an average
brilliancy equal to that
of 9 Candles, at the rate
of Rs 1/2/0 per lamp per
month originally offered by them at Allahabad.
~~and~~ Should they not im-
-mediately accept the
offer, the President should
call for fresh tenders
by special notices, allowing 3 or 4 days time only
to all
who tendered on the former
occasion, and should fix an
early date for a special
meeting of the Board to
receive & dispose of the Tenders.

The

67

The result should be reported without any loss of time.-

7. The Chief Commr relies on ~~all~~ the members of the Board using their best endeavours to secure the interests of the Municipality in this and in all other cases by inviting & encouraging a healthy competition.-

Rev Secty

DLG
17/11

a.c. The President, Banga Cne Municipal Commrs

8 1880

From

The President,

Cantonment Municipal Commission,

Bangalore.

The Secretary to the

Chief Commissioner of Mysore,

Revenue Department.

Dated.
Despatched. 23d November 1880
Received. 23

Enclosures No.

General No. 2806.
No.

Report that
Ranganna & Co have
declined to take up
the Light they contracted
at Rs 1-2-0 per lamp
per mensem &
special notices have
been issued for
fresh Tenders as
directed — —

23.11.80 Urgent
Concerned papers

Caxton Press.

No. 2806. 4 3

Office of the Cantt. Municipal Commission,

Bangalore,

From

The President,

Cantonment Municipal Commission,

Bangalore.

To

The Secretary to the

Chief Commissioner of Mysore.

Revenue Department

Sir

I have the honor to acknowledge the receipt of the Proceedings of the Chief Commissioner of Mysore and order thereon No 4770/278 dated 18th November 1880 relating to the Lighting Contract, and beg to inform you that agreeably to the instructions therein conveyed Messrs Arnuj Asphalt and Co. were called upon to state if they were willing to undertake the Lighting Contract under the present altered terms viz Rupees 1-2-0 per Lamp per Mensem who have replied declining to retain the Contract at the revised rate.

50

each tenderer have this day been invited by written official notices embodying the altered terms of the Contract to each of the persons originally tendering for the Sand* as ordered in the Proceedings above quoted and requiring their Submissions to the Office on or before 2 P.M. on the 24th Instant and these tenders will on receipt be laid before the ordinary Meeting of the Commissioners convened to assemble at 7½ A.M. on Monday the 29th Inst. and the results reported for the orders of the Chief Commissioner.

* also by public in the Local papers.

I have the honor to be

Sir

Your most obedient Servant

D. J. Rowland Captain

for President Board Commrs

neral Serial No. 31.)

51

188

rom

The President, Board
Comm^rs
Bangalore

Dated 25th
Despatched "
Received

Enclosures No.

General No. 48908
Mil No. 286

Ref letter No 2806 of the 23rd instant stating that Messrs Mysore & Co have declined to take up the Lighting Contract @ Rs 1-2-0 per Lamp per mensem and that special notices have been issued for fresh tenders

Points out that the usual and proper course is to invite the tenderers to be present when their tenders are opened for a final settlement before the Board, and requests that it may be arranged accordingly.

Respectfully

Form No. 9.

5 — 2 — 1870

From

The President,

Cantonment Municipal Commission,

Bangalore.

The Secretary to the

Chief Commissioner of Mysore,

Revenue Department.

Dated.
Despatched. } 6 Dec 1880
Received

Enclosures No. 1 Extract of the Board's Proceedings
1 Tender & Letter
on above Subject
from the Secretary
1 Map & Sketch [illegible]

General No. 2964 & 8144
No.

Reports on the Subject of the Contract for Repairing the Cantonment of Bangalore.

6 12 84

Correspondence with Secretary

Caxton Press.

57

FORM No 73.

No. 2964 & 14 Enclos.

Office of the Cantt. Municipal Commission,

Bangalore, 6 December 1880.

From

The President,

Cantonment Municipal Commission

Bangalore.

To

The Secretary to the

Chief Commissioner of Mysore.

Revenue Dept

Sir

In forwarding for submission to the Chief Commissioner an Extract from the Proceedings of the Cantonment Municipal Commission dated 29 November 1880, I have the honor to state that I have been desired to convey to Mr Gordon an expression of Municipal Commissioners deep regret that he should have thought it necessary to pass so severe a censure on them as that contained in the Proceedings of Government dated 18th

The Commissioners after having given the matter full and careful consideration came to the conclusion that the interests of the public would be best served by the introduction of an efficient system of lighting and they were unanimous that to secure so desirable a result it was necessary

to

somewhat of
vote tendered should be determined upon.

The Commissioners consider it desirable that the Chief Commissioner should be more fully informed of some of the minor details of what transpired at their Meeting of October last.

Previous to taping the Resolution adopting of the Lighters Contract Captain Curley's resolution to rescind the Contract to Smyth Pahl Brothers had been fully discussed, the views of almost all the Commissioners both European and Native had been expressed and the issue of the meeting was so secured to be unanimous in favour of the resolution when at this stage of the Proceedings one of the Commissioners suggested that Smyth Pahl Brothers should be called in and asked whether they would undertake the Contract on the Conditions proposed and on their assenting the same Commissioner proposed that a formal vote should be taken on the resolution it was then and there only that this Commissioner expressed his dissent thinking at the same time the unusual request that his dissent should be placed on record. The Commissioners cannot but view this Commissioners conduct in this matter as both unusual and irregular. Every opportunity had been given him to express his views and to give them any grounds he had for objecting to the Resolution, it was then for him to have moved an amendment had he so desired but failing in adopting any one of these courses and more especially by his proposal

to

to call on Mr Asphalt and by his letting on
self the object of explaining to the Contractor
the views of the Meeting we had on the opinion
of the Commissioners tacitly at least given in
assent to the Proposition and from which
position they consider he ought not on pain
to the other Commissioners to have subsequently
withdrawn. The Commissioners would wish
to add that they are strongly of opinion
that the circumstances of calling on Mr Asphalt
and prevailing on him to consent to the terms
proposed by the Meeting committed the
Commissioners to a particular line of
and from which they could not either conve-
-tently or honestly draw back.
A further subject of regret to the Commissioners
is that their doubts on this matter
have been taken open to the imputation
having been actuated by feelings of h
to any one in particular of the tendering
They would beg to point out that they belong
all sections of the Community, a large majority
of them have only recently been nominated to
the Board, they have had no private meetings
and they would respectfully submit therefore that
no charge of a common bias in favour of them-
-selves Brothers can with propriety be
made against them. I am further directed
to observe that the Commissioners consider it
due to the Press also to point out that the Press
-sent took no part in these proceedings

demand which is detailed in the records

relating and they cannot but consider therefore

that there are really no grounds for animadverting

on his conduct or on the action taken by him

throughout the whole of the present proceedings.

As further desired I have the honor to invite

attention to the petition and tender received from

many applicants Brothers in the Latter of which they

state their willingness to work the Camps, hostels

and to provide such Canteens as may be required

during the term of their Contract neither of which

provisions are contained in the Conditions of

the other tenders now under consideration. I

may observe with reference to the proposal that

the Budget for next year provides for an additional

of 30 Camps to our present number that the Cost

of each Canteen is Rupees 3 — 8 — 0 and that

the Charges for painting Camp Posts amounted

last year to Rupees 302 . 1 . 6

I have the honor to be

Sir

Your most obedient Servant

President Cantt Board Secun

From the Proceedings of the Cantonment Municipal Commissioner dy 29th Nov 1880.

Lighting Contract.

Read Proceedings of the Chief Commissioner of Mysore No 4770 dy 18th Novr 1880. Mc 578 relating to the Lighting Contract.

Resolution The Commissioners having accepted the suggestions of the Committee on Lights that a better and cheaper mode of Street lighting could probably be introduced at no distant date and being unanimously of opinion that the interests of the public would be best secured by Continuing the lighting Contract to the former Contractors for another year at a somewhat reduced rate regret extremely to find that Government should not only have disapproved of their resolution to the above effect, but should at the same time have thought it necessary to pass so severe and painful a Censure on their proceedings as that Contained in the Proceedings of the Chief Commissioner and order thereon No 4770 dated 18th November 1880. The Resolution of the Commissioners had only been arrived at after having given the matter the very fullest Consideration and duly Considered the Mc 578

of opinion that they
d of the matter in a manner
most advantageous both to the Public
and to the Municipality, but as they
feel that it would be unbecoming on
their part to press their views further
on the attention of the Chief Commissioner
they resolve that an Abstract of all the
tenders now received together with the
Originals be submitted to the Chief Com
missioner for such orders as he may be
pleased to direct.

At the suggestion of Captain
Mc Leod it was further resolved that
the Petition received from Nungaipak
Brothers should also be submitted to the
Chief Commissioner and that Mr. Gordon's
attention be invited to the Clause wherein
the Petitioners agree to paint the Lamp
Posts as also to provide such Lanterns
as may be required during the term
of their Contract free of Cost, both which Conditions are
extra to, and not embodied in any of the other tenders

True Extract

[signature]

President Board

Articles of agreement made
and entered into this
One thousand and eight hundred and seventy
eight between Areot Nanjappah, Chinnasawmy
and Ringasawmy and carrying on business in
Commercial Street Bangalore under the
designation of A Nanjappa and Brothers
herein-after called the Contractors of the one
part and the Municipal Commissioners for
the Town of Bangalore hereinafter called
the Commissioners of the other part

Whereas the Contractors hath
tendered and agreed with the Commissioners
for the lighting, numbering, repairing, renewing
and refixing of the Municipal Lamps for
the time being within the limits of the Town
of Bangalore for a period commencing
one thousand eight hundred and seventy eight
and ending
One thousand eight hundred and
and for the other purposes hereinafter appearing
in the manner for the remuneration and subject

to

to the terms, conditions and provisions hereinafter mentioned

2 And whereas the Contractors hath at or before the execution of these presents endorsed and made over to and deposited with the Commissioners registered Deed of Sale for premises No 9 Bangalore valued at Rupees seven hundred as security for the due performance by them of this their agreement. Deposit of registered of Sale for premises No Bangalore

3 Now these presents witness that for the purpose of effectuating the said agreement and in consideration of the premises the Contractors doth hereby for themselves, their heirs, executors, administrators and legal personal representatives and the Commissioners for themselves do hereby for themselves and their Successors mutually, declare covenant and agree each with the others and other of them, their Successors or executors, administrators legal personal representatives and approved assignees as the case may be in manner following / that is to say/ Testatum

4 The Contractors shall for the period commencing Contractor to provide lighting from the

one thousand eight hundred and seventy eight and

and ending the
one thousand eight hundred ~~and~~ 61
light with the best Kerosine oil and make
repair, renew and number with the best of
materials to the satisfaction in every respect
of the President for the time being of the
municipal Commission (hereinafter called the
President) or such officers as he shall
from time to time authorize for that purpose
all the lamps for the time being belonging to the
Commissioners within the limits of the Town
of Bangalore-

Number and description of Lamps

5. The number and description of
the Lamps at present belonging to the Com-
missioners being as follows Ninety-
two Kerosine Oil Lamps

Hours of Lighting

The hours of lighting shall be as follows:—

On the second day of every full moon
two hours from dusk to eight Post meridian

On the third day after every full moon
three hours from dusk to nine Post meridian

On the fourth day after every full moon
four hours from dusk to ten Post meridian

On the fifth day of every full moon
five hours from dusk to eleven Post meridian

On the sixth day after every full moon

six

six hours from six Post meridian to midnight

From the sixth day after every full moon up to and including the day of the first appearance of the Crescent after new moon eight hours each night from six Post meridian to two A M.

On the second day after new moon seven hours from seven Post meridian to two A.M.

On the third day after new moon six hours from eight Post meridian to two A.M

On the fourth day after new moon five hours from nine Post meridian to two A M

On the fifth day after new moon four hours from ten Post meridian to two A M.

The whole of the Lamps shall be lighted by the hours above mentioned

6 Provided that in the case of any new Lamps which may be placed or set up by the Commissioners during the continuance of this agreement the Commissioners will give or cause to be given to the Contractor three days notice in writing of the locality and description of such new Lamps and of the date from which the same shall commence to be lighted

Provision for notice to Contractor for new Lamps set up

The Contractor shall provide for the Lighting of all Lamps in the Town on such nights as the moon although in the Horizon is obscured by heavy clouds or monsoonish weather, the lighting to be paid for at the same rate as charged for the ordinary Lighting, the Contractor will also provide for the lighting of Extra Lamps on Special occasions for a day or number of days at Special Localities as may be required and will on receiving notice from the Presedent

X provide such oil, wicks, ~~ecetera~~ as may be necessary and light such extra Lamps in all respects according to the direction of the Presedent and the Contractors shall receive special payment for such extra Lighting proportionately to the Contract rate hereinafter mentioned

Contractor to keep Lamps &c in proper state of cleanliness and repair

8 The Contractor shall maintain and keep in a perfect state of cleanliness, order and repair all Lamps, Lamp posts, Brackets, Lanterns, Chimneys and other property of the Commissioners under his charge at his own escpense and shall at the termination of his agreement hand over to the Commissioners such portion of the same as their property in such state ~~&~~ condition

9 All persons for the time being employed by the Contractor in lighting the said Lamps or otherwise in connection with this Contract shall at all times during the said terms obey observe and carry out all reasonable orders and directions which may from time to time be given to them by the President or any of the officers or servants as aforesaid

10 All oil and wicks for the time being supplied by the Contractor and all repairs, renewal and numbering executed under this agreement shall be subject to inspection and rejection by the President or any of the officers or servants for the time being employed by him to inspect the same

Materials to be subject inspection and rejection

11 In the event of the Contractor at any time or times during the said term omitting, neglecting or refusing to provide for the lighting, repairing, renewing and numbering of the said Lamps in the manner hereinbefore mentioned or in case of any Lamp being unlit at the time appointed or failing to be kept in a proper state of cleanliness, order or repair as hereinbefore provided or in the event

Penalty & proceedings in case of failure on the part of the Contractor

event of any of the servants of the Contractor refusing to obey the orders and directions of the President or any such officers or servants as aforesaid then and in every such case for each such case of omission neglect or refusal on the part of the Contractors or failure to light or keep lighted with a full light the said Lamps or to keep the same in a proper state of cleanliness order and repair or refusal of such servants as aforesaid to obey the reasonable orders and directions of the President and his officers and so often as the same shall happen, it shall be lawful for the President to inflict upon the Contractor the following fines / that is to say /

The sum of eight annas per diem for each Lamp whether special or otherwise failing to be or remain lighted with a full light during the hours appointed for failing to be kept in a proper state of cleanliness order and repair and the sum of Rupee one for each case of refusal, neglect on the part of any servant of the Contractors to perform or obey any reasonable order or direction given to him as aforesaid And in addition to inflicting such fines, it shall be

lawful

lawful for the Presidents in the case of the neglect of the Contractor to provide for the lighting of any Lamps or to keep the same and all such property of the Commissioners aforesaid in complete order and repair himself to provide for such lighting or repairs as the case may be and to deduct the amount of all costs and charges and expenses that may be incurred by him in so doing from any money or monies then due or hereafter to become due to the Contractor under this agreement or in case of insufficiency of such funds by the sale of the said No 9 Bangalore hereinafter provided

12 The Contractor shall and will submit and deliver to the Presedent on before the 3rd day of every Calendar month Bill or Bills in the usual proper form for all Lamps under his charge during the previous Calendar month and in default of the Contractor so doing it shall be lawful for the Presedent to impose upon the Contractor a fine of two Rupees per diem for

Bill to be submitted on the 3rd of every month and penalty on default

for each and every day after the 3rd day of every Calendar month that such Bill or Bills as aforesaid shall remain ~~—~~ un delivered

Bills should be paid subject to deduction of Fines

13. Within seven days after the delivery of the Bill or Bills in manner aforesaid the Commissioners shall and will pay to the Contractor the sum of Rupees one and Annas twelve for every Kerosine Oil ~~Oil~~ Lamp, the lighting of which shall have been provided for by the Contractors under this agreement during the previous month provided always that the Commissioners shall be at liberty to deduct from the monthly sums payable by them to the Contractor under this clause the aggregate amount of all fines inflicted on the Contractor under this agreement during the month preceding such payment and also such costs, charges and expenses as may have been incurred by the Commissioners under the provisions of the eleventh Clause hereof during the like period

Contractor and his servants to abide by decision of Commissioners at General meeting

14. The Contractor and all his servants agents and workmen shall and will during the continuance of this Contract abide by the decision of the Commissioners for the time being

being come to at any ordinary meeting in all matters relating to or in any wise concerning the construction of these presents or in any matter cause or thing herein contained or any question arising thereout and any and every such decision as last aforesaid shall be final and conclusive and altogether operative and binding on the Contractor and his agents, Servants and workmen and shall not subject to question or review upon any ground whatsoever

15 The Contractor shall not in any way be interested or concerned directly or indirectly with any of the officers or servants of the Commissioners in any trade, business or other transaction whatsoever, nor shall the Contractor give or pay or promise to give or pay to any such officers or servants directly or indirectly any money or fee under the designation of custom or otherwise nor shall the Contractor assign or make over the whole or part of this agreement directly or indirectly to any person or persons whomsoever to interfere in the management or performance thereof, except upon

Contractor not to be concerned with any Mun.l officers or servants in any transaction and not to assign agreement without Precedents consent

upon the consent in writing of the President

Power to Contractor to carry out orders &c and provision to determine agreement

16. If the Contractor shall at any time omit, neglect, or refuse to obey all or any of the orders and directions of the President with regard to the performance of all or any or either of the Covenants and provisions on his part hereinbefore contained or if he shall be guilty of any evasion or delay in carrying out the same then and in every such case or upon any repetition thereof the President shall and may give notice in writing to the Contractor to carry out such orders and directions within a reasonable period to be named in such notice and if the Contractor shall fail to comply therewith in all respects it shall be lawful for the President (if he shall think fit so to do) by any writing under his hand to put an end to this agreement so far as regards the Commissioners and thereupon every article clause and thing herein contained on their part shall cease and be void

Provision for sale of Nos 9 and application of Proceeds and ultimate proceedings

17 And it is hereby expressly agreed and declared by and between the parties hereto that in case the moneys in

the hands of the Commissioners and payable to the Contractor at the time of any breach or non-performance on the part of the Contractor of any of the provisions of this agreement or at the time of its being put an end to as provided in the Sixteenth Clause of these presents shall at any time be insufficient to cover the fines inflicted upon him under this agreement and to meet any loss, damages or costs, charges and expenses which the Commissioners may have then sustained, incurred or been put to or shall thereafter be likely to sustain, incur or be put by reason or on account of such breach or non-performance or putting an end to of this agreement as aforesaid then and in any such case or on any repetition thereof it shall be lawful for the President without any further consent on the part of the Contractor to sell and dispose of the said premises at Bangalore hereinbefore ~~mentioned~~, particularized for the best price that can or may be had or gotten for the same and to apply the proceeds arising therefrom (after

after deducting all charges of and incidental to such sale) in discharge or reduction as the case may be of all such fines as may have been inflicted as aforesaid and of all such loss and damages, costs, charges and expenses as the Commissioners shall have sustained, incurred or been put into as aforesaid and then to pay the balance if any to the Contractor

Provision for instituting legal proceedings for balance

18. Provided that it shall be lawful for the Commissioners in the event of there being any deficiency after the appropriation as aforesaid of the proceeds of such sale to institute and prosecute to effect legal proceedings against the Contractor for the recovery of the amount of such deficiency

Deed of Sale for premises No 9 Bangalore to be returned on fulfilment of agreement

19 Provided also that upon the complete fulfilment by the Contractor of the Covenant and Provisions on his part herein contained and upon the termination of this agreement the said registered Deed of Sale for premises No 9 Bangalore shall be re-endorsed

Service of notice on Contractor

20 And it is hereby lastly agreed and declared that all notices and

and requisitions required under the terms of this agreement to be given to and made on the Contractor in writing shall be deemed to have been duly served, if the same shall have been delivered to some male member of the family of the Contractor or to some servant of the Contractor or left at the usual or last known place of abode or business of the Contractor within the local limits of the of Bangalore, provided also that due notice of such place of abode, of business, shall be from time to time furnished, by the Contractor of his own accord to the President

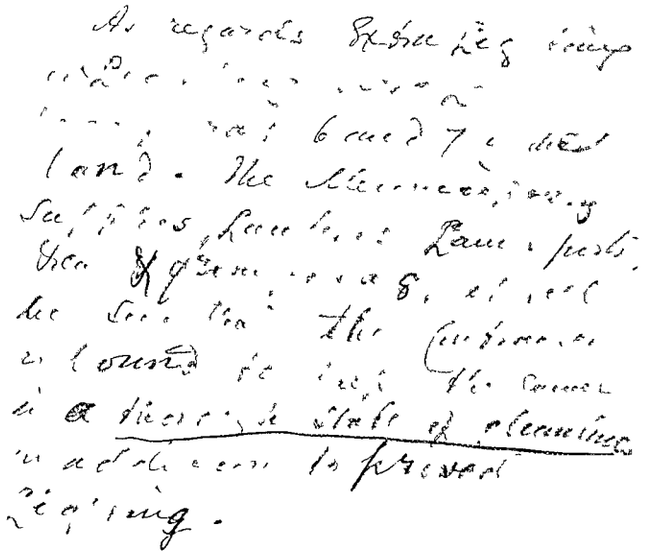
In witness whereof the Contractor hath hereunto set his hand and seal and the Commissioners have hereunto affixed their common seal

Signed [illegible] [illegible] of [illegible]

Municipal Commissioner
N I Division

Municipal Commissioner
N II Division

Municipal Commissioner
N III Division



(General Serial No. 31.)

73

188 0.

From

To The President
Bengalore Cant. Improvt
Commission

Dated 10 December

Despatched

Received

Enclosures No.

General No. 5795

Mil No. 302

Regarding the
disposal of the
lighting Contract

74

Read:—

Letter from the President, Municipal Commission, Bangalore Cantonment, No 2964 dated 6th December/80, reporting on the subject of the Contract for lighting the Cantonment of Bangalore.

20/10/12/80

Ao. 5795 a/10
Nil 302
Dec 1/80

Order thereon,

The President was requested to call for fresh tenders and dispose of the matter reporting the result to this office. Now he has now forwarded all the tenders with the proceedings of the Municipal Board thereon, without any expression of his opinion — The Chief Commissioner consider that as the tender of Varadarajulu Naidu, viz Rs 1-3-0, per lamp per lamp month is the lowest

accepted in the event
of his undertaking to
fulfil all the terms of
the Contract, providing
light with an average
brilliancy equal to that
of 9 candles.

The Municipal Board
however, in the last para
of their proceedings, observe
that the tenderer Kaijappa
at Rs 1-6-0 per lamp
included the painting of
the lamp posts and the
provision of such
additional lanterns as
may be required — conditions
not embraced in the other
offers received — and
forward a fresh tender
from Kaijappa & Co
offering Rs 1-3-0 per lamp
per month, excluding
the above conditions.
The Chief Commissioner
will

will not object to the President accepting Kaiyappa & Co's offer of Rs 1-3-0, if under all the circumstances of the case he considers it expedient to do so, the terms of the lighting being properly defined.

The arrangements for reducing the lighting from 8 to 6 hours seems however open to objection. It would discontinue lighting at 12 midnight instead of at 2 a.m. as at present. This must be alike inconvenient to the public and objectionable in a police point of view as burglaries and thefts are generally attempted immediately after midnight. The Chief Commissioner therefore desires

on the part
of Mr. Ray

desires the P
to take into his
the expediency giving
the contract for 8 hours
lighting as before, the
rate being raised to
about Rs 1-6-0 or Rs 1-7-0
to cover the increased
cost of oil & superintendence.
The contract may be
given to whichever of
the two lowest tenderers
above mentioned, viz,
Ramappa & Co and
Varada Rajulu Naidu,
who may be willing
to accept it on the
above terms.

C.V.
Rev Secy

To
The President
Bangalore Cant Municipality
with the original tenders
received.